

Exhibit 11

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

- - -
JOHN WAITE, an : Case No.
individual; JOE ELY, an : 1:10-cv-01091
individual; KASIM : (LAK)
SULTON, an individual; :
SUSAN STRAW HARRIS :
p/k/a SYD STRAW, an :
individual; LEONARD :
GRAVES PHILLIPS, an :
individual, STAN SOBOL :
a/k/a STAN LEE, an :
individual, and ISRAEL :
CABALLERO, an :
individual; and on :
behalf of all others :
similarly situated, :

Plaintiffs, :

v. :

UMG RECORDINGS, INC., a :
Delaware Corporation :
doing business as :
Universal Music Group, :
and DOES 1 through 10, :

Defendants. :

- - -
Wednesday, August 18, 2021
- - -

VIDEOTAPED REMOTE DEPOSITION OF
STEVE WYNN

* * *

MAGNA LEGAL SERVICES
(866) 624-6221
www.MagnaLS.com

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1 Q. I'm going to go over some of
2 the grounds rules for a deposition so
3 that we're all on the same page. The
4 first thing to note is that you are under
5 oath and that is the same oath that you
6 would take if you were testifying in a
7 court of law.

8 Do you understand that
9 you're testifying here under penalty of
10 perjury today?

11 A. Yes.

12 Q. The other thing to note is
13 that we have a court reporter here,
14 Ms. Kent, and in addition to being
15 videotaped, Ms. Kent is here to take down
16 in type everything that we say so that
17 your testimony is captured in a
18 transcript. In order for her to do her
19 job and to be able to type what we say,
20 it's very important that you respond to
21 my questions verbally and audibly. For
22 example, if we were having a conversation
23 and I asked you a question and you shrug
24 your shoulders or shook your head or said

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1 "uh-huh" or "uh-uh" I would know what you
2 meant, but that's very hard to take down
3 in a -- a transcript. So I'd ask that
4 you respond verbally and audibly for the
5 record, please.

6 Do you understand that?

7 A. Yes.

8 Q. The other thing to note is
9 that if you don't understand one of my
10 questions, I'd ask that you ask me for
11 clarification.

12 Will you do that for me?

13 A. Yes.

14 Q. I also heard you say at the
15 outset that you will ask for a repeat of
16 a question if you don't hear it clearly
17 and I'm fine repeating any of my
18 questions so that you understand them
19 before you begin your answer. Okay?

20 A. Yes, thank you.

21 Q. From time to time your
22 counsel, Ms. Taylor, may object to one of
23 my questions as is her right to create
24 her record and interpose objections to

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1 what I may ask you, but unless she
2 specifically instructs you not to answer,
3 I am entitled to a response to your
4 question.

5 Do you understand?

6 A. Yes.

7 Q. Are you taking any
8 medications currently that impair your
9 memory or would make it difficult for you
10 to testify here today?

11 A. No.

12 Q. Do you have any health
13 conditions that impair your memory or
14 would make it difficult for you to
15 testify here today?

16 A. No.

17 Q. Is there any reason that we
18 can't proceed with your deposition
19 this -- this afternoon?

20 A. No, none.

21 Q. Did you do anything to
22 prepare for your deposition?

23 MS. TAYLOR: Objection to
24 the extent it calls for

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1 attorney/client privileged
2 communications.

3 Otherwise you can answer the
4 question.

5 THE WITNESS: I've been -- I
6 have read documents and been in
7 touch with my attorneys.

8 BY MS. GILFORD:

9 Q. Besides your attorneys, did
10 you speak with anyone else in preparation
11 for your deposition?

12 A. No.

13 Q. Can you tell me specifically
14 which documents you reviewed in
15 preparation for your deposition?

16 A. I can't specify by name,
17 just the ones that were presented to me.

18 Q. Let me -- let me ask you
19 about specific documents that may have
20 been presented to you.

21 Do you recall reviewing the
22 Complaint in this action in preparation
23 for your deposition? And by Complaint I
24 mean the document that lays out your

4 (Pages 10 to 13)

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1 Q. Did you ever send a letter
2 to either UMG or Capital or cause to have
3 sent a -- a notice to them indicating
4 that you were seeking the rights to the
5 Danny & Dusty album back and that their
6 rights were terminated?

7 A. I am not sure.

8 Q. Do you allege as part of
9 this lawsuit that UMG or Capital
10 Recordings rights to the Danny & Dusty
11 album are terminated?

12 MS. TAYLOR: Objection. Do
13 you want to show him the document
14 or --

15 MS. GILFORD: Well, that's
16 just it, Counsel, it's not
17 attached to the Complaint, so I'm
18 trying to figure out what's at
19 issue here and what he's claiming.

20 BY MS. GILFORD:

21 Q. So -- so would you please
22 respond to the question, sir?

23 Are you claiming --

24 MS. TAYLOR: Objection.

Page 19

1 BY MS. GILFORD:

2 Q. -- the Danny & Dusty albums,
3 album, that there's a Notice of
4 Termination for that?

5 MS. TAYLOR: Objection,
6 there -- there's no requirement
7 that the Notice of Termination for
8 Danny & Dusty need to be attached
9 as an exhibit to a Complaint in
10 order for him to claim rights
11 recaptured for the Danny & Dusty
12 The Lost Weekend album through a
13 Notice of Termination that has
14 been produced in discovery.

15 BY MS. GILFORD:

16 Q. Sir, would you respond to
17 the question, please?

18 A. I do not know.

19 Q. You don't know whether or
20 not you're claiming that Danny & Dusty --
21 the rights to Danny & Dusty have been
22 terminated?

23 A. I'm saying I do not know.

24 Q. Can you describe in your own

Page 20

1 words what you are claiming against UMG
2 Recordings, Inc., in the lawsuit?

3 A. To gain back the rights to
4 the Medicine Show by The Dream Syndicate
5 for our own purposes.

6 Q. Anything else?

7 A. Not to my knowledge.

8 Q. When you say to your own
9 purposes, what does that mean?

10 A. To -- to release, exploit
11 the music on the Medicine Show to -- to
12 have it available to -- yeah, to -- to
13 manufacture and stream the recordings and
14 control -- and control -- and control the
15 music and recordings.

16 MS. GILFORD: Can we put
17 up -- Mr. Pincus, can we put up
18 Exhibit 50, please? Which, for
19 the record, is the operative
20 Complaint, the Second Amended
21 Complaint in this action.

22 THE WITNESS: That might be
23 hard for me to see.

24 MS. TAYLOR: Can you zoom

Page 21

1 in?

2 THE WITNESS: Yeah, I think
3 you're going to have to zoom in
4 for me. Okay.

5 MS. TAYLOR: Is that good.

6 THE WITNESS: Uh-huh.

7 BY MS. GILFORD:

8 Q. Mr. Wynn, do you recognize
9 this as your Complaint in this case?

10 A. Yes, I do.

11 Q. In this Complaint you, in
12 addition to bringing claims on behalf of
13 The Dream Syndicate, seek to represent
14 a -- a class and you seek court approval
15 for a class action.

16 What is your understanding
17 of a class action?

18 MS. TAYLOR: Objection to
19 the extent it calls for a legal
20 conclusion or attorney/client
21 privileged communications,
22 otherwise I would instruct you to
23 answer.

24 THE WITNESS: Are you saying

6 (Pages 18 to 21)

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1 otherwise you'd instruct me to
2 answer?

3 MS. TAYLOR: Yes, you can
4 answer.

5 THE WITNESS: I'm part of a
6 class action against UMG for
7 artists seeking to regain the
8 rights to their -- their
9 recordings that should have
10 reverted to them.

11 BY MS. GILFORD:

12 Q. Yes, sir, I'm -- I'm asking
13 what is your understanding of what a
14 class action means?

15 A. I'm --

16 MS. TAYLOR: Objection,
17 calls for a legal conclusion.

18 THE WITNESS: Yeah.

19 MS. TAYLOR: You can answer.
20 You still have to answer.

21 THE WITNESS: Yeah, I --
22 I'm -- I can't claim to be an
23 expert in class action suits. I
24 know that I am part of a class

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1 action group of musicians, group
2 of recording artists that wants to
3 regain the rights to their
4 recordings.

5 BY MS. GILFORD:

6 Q. Do you understand that
7 you're seeking court approval to be a
8 representative of artists who are not
9 before the court and aren't parties to
10 this case?

11 MS. TAYLOR: Objection to
12 the extent it calls for a legal
13 conclusion.

14 BY MS. GILFORD:

15 Q. You can respond, sir.

16 A. Then repeat the question
17 again, please.

18 Q. Sure.

19 Do you understand that you
20 are seeking court approval to be a
21 representative of artists who are not
22 parties to the case and aren't before the
23 court?

24 A. Yes.

Page 24

1 Q. Do you have an understanding
2 of what your duties as a representative
3 of the class would be?

4 MS. TAYLOR: Objection,
5 calls for a legal conclusion.

6 BY MS. GILFORD:

7 Q. I'm asking for your
8 understanding, sir.

9 Do you -- do you know what
10 being a class representative entails?

11 A. To some extent.

12 Q. What is -- what is your
13 understanding?

14 A. I understand that I am
15 representing the class involved in the
16 class action suit, whether stated in this
17 agreement I'm looking at or not, that I
18 am a representative and I understand
19 that.

20 Q. Why should the court appoint
21 you as a representative?

22 MS. TAYLOR: Objection.

23 You can answer.

24 THE WITNESS: Okay. Because

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1 I am one of the artists in the
2 class action suit who recorded for
3 the company and has -- should have
4 by now regained the rights to the
5 recordings.

6 BY MS. GILFORD:

7 Q. Well, I understand you have
8 an individual claim on behalf of The
9 Dream Syndicate, sir. I'm asking you a
10 different question.

11 Why should you be a
12 representative of other artists?

13 A. Because this is a class
14 action suit of artists that have a
15 similar concern.

16 Q. Do you know any of the
17 artists who are in the class you seek to
18 represent?

19 A. I am looking right now at
20 the -- the list on the screen and I know
21 one in particular.

22 Q. Sir, the list on the screen
23 are fellow plaintiffs such as yourself
24 who --

7 (Pages 22 to 25)

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1 A. Yes.
2 Q. -- have sued. I'm not
3 asking about them. I'm not asking about
4 the named plaintiffs, I'm asking you
5 about the class you seek to represent.

6 Do you know who is in the
7 class you seek court approval to
8 represent?

9 MS. TAYLOR: Objection to
10 the extent it calls for
11 attorney/client privileged
12 communications, otherwise you can
13 answer.

14 THE WITNESS: I've heard
15 some of the names.

16 BY MS. GILFORD:

17 Q. Who are the names that
18 you've heard?

19 A. Like recite? I heard -- I
20 heard -- I heard maybe a handful of
21 names. I can't say how many -- I can't
22 recite them all back. Some I recognized.

23 Q. What -- what do you
24 remember?

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1 A. You want me to name back
2 some of the names I remember?

3 Q. Yes, yes, that's exactly
4 what I'm asking you.

5 A. I remember hearing Stan
6 Ridgeway, Tex and the Horse Heads, The
7 Babies, The Allman Brothers, I think.
8 I'm sorry, I can't recall all the names I
9 heard. Vary -- various names I heard.
10 Cool and the Gang.

11 Q. The -- the people whose
12 names you've heard or anyone else who may
13 be in the class, have you ever reviewed
14 any of their Notices of Termination?

15 MS. TAYLOR: Objection.

16 You can answer.

17 THE WITNESS: No.

18 BY MS. GILFORD:

19 Q. Have you reviewed any of
20 their recording agreements?

21 A. No.

22 Q. Do you know whether or not
23 their recording agreements have the same
24 or similar provisions to your recording

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1 agreement?

2 MS. TAYLOR: Objection,
3 calls for speculation.

4 BY MS. GILFORD:

5 Q. You can answer, sir.

6 A. No.

7 Q. So let's -- let me direct
8 your attention to the named plaintiffs
9 who are listed here.

10 You mentioned that you knew
11 one of them. Who is that?

12 A. I didn't --

13 MS. TAYLOR: Objection,
14 vague.

15 BY MS. GILFORD:

16 Q. You can respond, sir. As I
17 said at the outset, your counsel would --
18 may be objecting from time to time but
19 you're still required to respond to my
20 questions.

21 A. I know Syd Straw.

22 Q. And in what connection do
23 you know her?

24 A. Acquaintance, we've -- over

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1 the years.

2 Q. Have you spoken to Ms. Straw
3 about this lawsuit?

4 A. No.

5 Q. Other than Ms. Straw and of
6 course your fellow band members
7 Mr. Mehaffey and Mr. Provost, do you know
8 anyone else on this list here?

9 A. Nobody.

10 Q. Have you had any
11 communications with anybody on this list
12 about this lawsuit?

13 MS. TAYLOR: Objection as
14 to -- vague as to "know." Do you
15 mean personally know?

16 MS. GILFORD: Yes.

17 BY MS. GILFORD:

18 Q. Did you understand the
19 question, sir?

20 A. Okay. Repeat it again,
21 please.

22 Q. Sure. I was asking, besides
23 Ms. Straw, who we've already talked
24 about, and your fellow band members, do

8 (Pages 26 to 29)

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1 extent that would require you to
 2 disclose confidential attorney/
 3 client communications I would
 4 instruct you not to answer.
 5 THE WITNESS: No answer.
 6 BY MS. GILFORD:
 7 Q. Have you spoken to other
 8 members of The Dream Syndicate about what
 9 they want out of this lawsuit?
 10 MS. TAYLOR: Objection,
 11 vague.
 12 You can answer.
 13 THE WITNESS: No.
 14 BY MS. GILFORD:
 15 Q. Would you drop this lawsuit
 16 if you got the compensation and rights
 17 that you're seeking?
 18 A. One more time on that
 19 question, please.
 20 Q. Would you drop this lawsuit
 21 if you got the relief that you were
 22 seeking from the court?
 23 MS. TAYLOR: Objection.
 24 THE WITNESS: I'm

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1 representing a class of artists in
 2 this suit and I am respectful of
 3 that -- of being part of that
 4 process and being part of the
 5 class of artists.
 6 BY MS. GILFORD:
 7 Q. Do you know whether on
 8 behalf of the class of artists you're
 9 seeking actual damages or statutory
 10 damages?
 11 MS. TAYLOR: Objection,
 12 asked and answered, calls for a
 13 legal conclusion, to the extent it
 14 would require attorney/client
 15 privileged communications, I would
 16 instruct you not to answer.
 17 THE WITNESS: I really can't
 18 answer.
 19 BY MS. GILFORD:
 20 Q. Are you not answering on the
 21 basis of your client's -- your counsel's
 22 instruction?
 23 A. I actually really can't
 24 answer.

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1 Q. So your answer is you
 2 don't -- you don't know the answer to my
 3 question. I'm just trying to be clear
 4 about what your testimony is.
 5 MS. TAYLOR: Objection,
 6 asked and answered, misstates
 7 testimony.
 8 THE WITNESS: No answer.
 9 BY MS. GILFORD:
 10 Q. I understand that, sir. Is
 11 that because your client -- your counsel
 12 has instructed you not to answer or --
 13 MS. TAYLOR: Objection.
 14 BY MS. GILFORD:
 15 Q. -- is it you don't know the
 16 answer?
 17 MS. TAYLOR: Objection,
 18 argumentative, asked and answered.
 19 MS. GILFORD: I don't
 20 believe I've ever received an
 21 answer to that question.
 22 THE WITNESS: I have no
 23 answer.
 24 BY MS. GILFORD:

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1 Q. Why? I'm not trying to be
 2 tricky I really just want the record to
 3 be --
 4 A. I know you're not.
 5 Q. Yeah. So is it because
 6 your -- your counsel has instructed you
 7 not to answer or because you have no
 8 answer?
 9 A. Because I have no answer.
 10 Q. Thank you.
 11 So as I -- as we discussed
 12 earlier, you're here in part because of
 13 an album entitled Medicine Show made by
 14 The Dream Syndicate.
 15 When -- when was The Dream
 16 Syndicate formed?
 17 A. Are you asking when the band
 18 was formed?
 19 Q. Yes.
 20 A. In December 1981.
 21 Q. And what years was it active
 22 after December 1981?
 23 A. Until the end of 1988,
 24 December 1988. For -- I will say we're

15 (Pages 54 to 57)

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1 active again, but at that point we
2 disbanded and reformed in 2012.

3 Q. And so since 2012 after
4 reforming, you've been active to the
5 present day?

6 A. Yes.

7 Q. So just so that I have this
8 clear for the record, the dates that the
9 band was formed and active were 1981 to
10 1988, and then again from 2012 to the
11 present, is that accurate?

12 A. Yes.

13 Q. And as I understand it, the
14 members of the band at the time that you
15 recorded Medicine Show were Mr. Provost,
16 Mr. Mehaffey, yourself and Karl Precoda;
17 is that correct?

18 A. Yes.

19 Q. Who were the members of the
20 band when This is Not the Next Dream
21 Syndicate album were recorded -- was
22 recorded?

23 A. This is Not the New Dream
24 Syndicate Album --

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1 Q. Yes.

2 A. -- is the title? Myself,
3 Dennis Mehaffey, Karl Precoda and Mark
4 Walton.

5 Q. And was Mr. Walton a formal
6 member of the band at that time?

7 A. At that time, yes.

8 Q. And then you -- you also
9 claimed to be making a claim for a Danny
10 & Dusty album?

11 A. Yes.

12 Q. Which album again was that?

13 A. The Lost Weekend.

14 Q. The Lost Weekend. Who were
15 the members of Danny & Dusty?

16 A. Myself and Dan Stuart.

17 Q. When was that band formed?

18 A. It really wasn't a band that
19 was formed, it was a record we made and
20 so it's hard -- it's hard to say in terms
21 of band being formed. But I would say
22 the project happened to the best of my
23 recollection in early 1984.

24 Q. And Danny & Dusty was signed

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1 by A&M Records?

2 A. A&M Records released the
3 record.

4 Q. Was Danny & Dusty signed to
5 a label at that time?

6 A. No. No, I should say when
7 we made the record, no.

8 Q. Okay. When you made the
9 record, did you have a -- a release
10 agreement for that album?

11 A. Please ask the question one
12 more time.

13 Q. Sure. I'm looking for any
14 agreements you may have had with A&M
15 regarding Danny & Dusty and the record
16 The Lost Weekend, any contracts?

17 A. There was a contract for the
18 release of the record eventually, yes.

19 Q. When was that contract
20 entered into?

21 A. When was the contract for
22 Danny & Dusty from A&M written and signed
23 you're asking?

24 Q. Yes.

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1 A. Early 1985.

2 MS. GILFORD: Mr. Pincus,
3 could you put up the Second
4 Amended Complaint, again,
5 Exhibit 50? And if you would
6 scroll down to Exhibit 7 to the
7 Complaint, which is near the back.
8 Scroll through, please, to the
9 Notice of Termination and zoom in
10 for the witness, please.

11 BY MS. GILFORD:

12 Q. Mr. Wynn, do you recognize
13 this document?

14 A. Yes.

15 Q. And this is your Notice of
16 Termination under 17 USC Section 203 and
17 37 CFR Section 201.10 which you caused to
18 be filed on behalf of The Dream
19 Syndicate; is that correct?

20 A. Yes.

21 MS. GILFORD: Scroll down,
22 Mr. Pincus, please.

23 BY MS. GILFORD:

24 Q. Is that your signature at

16 (Pages 58 to 61)

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1 communications, whether speaking or
2 through emails or otherwise, regarding
3 either this lawsuit or the Notice of
4 Termination for the Medicine Show album?
5 MS. TAYLOR: Objection,
6 vague.
7 THE WITNESS: With
8 Mr. Precoda?
9 BY MS. GILFORD:
10 Q. Yes.
11 A. No.
12 Q. Have you had any kind of
13 communication with Mr. Precoda regarding
14 the Notice of Termination for the This is
15 Not The New Dream Syndicate Album, Live?
16 A. No.
17 Q. Have you had any
18 communications with your fellow band
19 member of Danny & Dusty regarding this
20 lawsuit?
21 A. No.
22 Q. Have you had any
23 communications with your fellow band
24 member of Danny & Dusty about the Notice

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1 of Termination for the Danny & Dusty Lost
2 Weekend album?
3 A. No.
4 Q. When was the last time you
5 spoke with him or had any --
6 A. With Dan Stuart?
7 Q. Yes.
8 A. With Dan Stuart?
9 Q. With Dan Stuart or had any
10 kind of communication with him?
11 A. We have periodic
12 communication.
13 Q. Do you recall the last time?
14 A. Face-to-face speaking in any
15 form at all or -- or any kind of voice
16 communication, two years ago.
17 Q. And any other type of email
18 or written or social media communication?
19 A. No email. The occasional
20 like on Facebook. That's it.
21 Q. And just so that I'm clear,
22 you have not had any communications of
23 any site -- sort, whether verbal or in
24 writing with Mr. Stuart about the rights

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1 to the Lost Weekend album, the claims in
2 this lawsuit, or the Notice of
3 Termination, is that -- is that accurate?
4 A. That's accurate.
5 Q. How did The Dream Syndicate
6 come to have a relationship or get signed
7 by A&M Records?
8 A. Please repeat the question.
9 Q. How did The Dream Syndicate
10 come to get signed by A&M Records?
11 A. In approximately around
12 April or the spring of -- of '83, we were
13 approaching labels to put out our second
14 album and they were one of the labels
15 that approached us.
16 Q. Do you recall who
17 specifically at A&M approached you?
18 A. Yes.
19 Q. Who was that?
20 A. Jeff Gold and Mark Williams
21 in particular.
22 Q. And what did Mr. Gold and
23 Mr. Williams do for A -- A&M, what
24 were -- what were their positions?

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1 A. I don't remember specific --
2 what their spec positions were.
3 Q. Other than Mr. Gold and
4 Mr. Williams, did you have any contact
5 with representatives of A&M Records while
6 you were under contract with them?
7 A. Other -- contact with other
8 people at A&M Records?
9 Q. Correct.
10 A. Of course, they were our
11 label.
12 Q. Okay. Who else did you have
13 contact with?
14 A. I mean, I could -- people
15 involved in -- in the art department and
16 publicity and radio and artist relations
17 and we were -- we were very visible and
18 active on the A&M lot. We -- we -- so
19 yes, a lot of people there.
20 Q. Okay. Let me -- let me try
21 to narrow that down for you.
22 Do you recall a gentleman
23 named Ken Powell?
24 A. That rings a bell, but I

20 (Pages 74 to 77)

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1 don't remember.

2 Q. What about Jordan Harris?

3 A. Yes.

4 Q. What -- what did Mr. Harris
5 do for A&M?

6 A. He was eventually and maybe
7 at the time -- he -- he was the head of
8 A&R and eventually the person I dealt
9 with on a regular basis.

10 Q. And in what -- what
11 connection did you deal with him on a
12 regular basis? What was the involvement?

13 A. Primarily once I began to
14 manage the band myself in '83 -- sorry,
15 in '85 I dealt with him.

16 Q. Did Mr. -- apologies. Did
17 you finish your -- your answer?

18 A. Only that, yeah, pretty much
19 it, starting in early '85, I would
20 deal -- I dealt with Jordan Harris on
21 where the band was going from that point
22 forward.

23 Q. Did Mr. Harris have any
24 involvement with the Medicine Show album?

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1 MS. TAYLOR: Objection,
2 vague.

3 THE WITNESS: I'm sure he
4 did as the label was, of course,
5 all involved with that record.
6 But I didn't deal with him much.

7 BY MS. GILFORD:

8 Q. Did he ever attend any of
9 the recording sessions for the Medicine
10 Show album?

11 A. Did Jordan?

12 Q. Yes.

13 A. No.

14 Q. Was he involved with the
15 This is Not The New Dream Syndicate
16 Album, Live album?

17 A. I can't say for sure.

18 Q. Do you recall a gentleman
19 named Bob Reitman?

20 A. No.

21 Q. Did any representatives of
22 A&M attend the recording sessions for the
23 Medicine Show album?

24 A. Yes.

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1 Q. Who were they?

2 A. Mark Williams and Jeff Gold
3 flew from LA to San Francisco one evening
4 to attend a session and have dinner with
5 me.

6 Q. Anyone else?

7 A. Mark -- Mark Williams and
8 Jeff Gold.

9 Q. Yes, I got that. Anyone
10 else besides those two?

11 A. No.

12 Q. What about with respect to
13 the second album, did anyone attend a
14 recording session for that?

15 A. Could you tell me what the
16 second album you're referring to?

17 Q. This is Not The New Dream
18 Syndicate Album, Live?

19 A. That was a live record, so
20 it was merely -- we were on tour and it
21 was a recorded show that we played in
22 Chicago.

23 Q. What about for the Danny &
24 Dusty album, I know that it was released

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1 by A&M Records.

2 Did they have any
3 involvement when you were in the
4 recording studio?

5 A. None.

6 Q. I understand that the
7 Medicine Show album was produced by a
8 gentleman named Sandy Pearlman; is that
9 correct?

10 A. Yes.

11 Q. How did Mr. Pearlman come to
12 be the producer of the Medicine Show?

13 A. Sandy was a friend of Tim
14 Devine's and we met him when he did sound
15 engineering for us at a concert in
16 Passaic, New Jersey, and we -- we got
17 along with him right away and the band
18 were all fans of work he had done
19 previously. So after a few meetings we
20 decided to hire him to produce a record.

21 Q. And Mr. Pearlman attended
22 the recording sessions for the Medicine
23 Show?

24 A. Yes.

21 (Pages 78 to 81)

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1 Q. What did he do as a producer
2 on that album? What was his role or job
3 function?

4 A. He -- like many producers he
5 worked -- he over -- he was with us
6 during the recording session to observe,
7 help us move through the process of
8 recording, make choices and work with us
9 to get the final record that we all
10 wanted.

11 Q. When you say he helped you
12 to make choices, what, I'm sorry, I'm
13 not -- I'm not a musician, I'm a lawyer
14 so I'm trying to understand what that
15 means exactly.

16 What -- what does it mean
17 when you say he helped you make choices?

18 A. A producer, and of course
19 it's always different, but in our -- in
20 our case he would listen to what we were
21 playing, the music we were playing,
22 things that we were recording,
23 collectively or individually, and say, I
24 prefer one thing over another and then we

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1 would say, Well, I don't agree or
2 whatever. That's the process of
3 making -- making -- performing in the
4 studio and then saying that one
5 performance is better than another
6 performance and the give-and-take on that
7 that gets you where you're going at the
8 end.

9 Q. I assume since the second
10 album was a live album there was no
11 producer on that one, am I correct in
12 that assumption?

13 A. You're correct, it was a --
14 it was a radio performance from a live
15 concert. A radio -- a radio recording
16 for WXRT in Chicago of a live concert.

17 Q. And what about with respect
18 to the Danny & Dusty album, was there a
19 producer on that one?

20 A. No, there was an engineer,
21 but only to -- to record the sound.

22 Q. Do you recall who that was?

23 A. Yes, Paul B. Cutler. I
24 should say that he might have produced

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1 for credit on the record. I'm not
2 100 percent sure.

3 Q. What about with respect to
4 the Medicine Show album, was there a
5 sound engineer on that?

6 A. Yes, there was, and his name
7 was Paul Mandel.

8 Q. How did Mr. Mandel come to
9 be the sound engineer on Medicine Show?

10 A. He worked regularly with
11 Sandy.

12 Q. Were there any studio
13 musicians hired for Medicine Show?

14 A. Yes, there were.

15 Q. I have the name of a, and
16 I'm going to get his last name wrong, but
17 a Thomas Zvoncheck?

18 A. Very good, yes.

19 Q. Okay. Anyone else besides
20 Mr. Zvoncheck?

21 A. Singers Steven McCarthy, Syd
22 Griffin and Gavin Blair. They were --
23 they were -- they did backing vocals.

24 Q. How did Mr. Zvoncheck come

Page 85

1 to be a studio musician?

2 A. He had worked with Sandy
3 before on a record and we were looking
4 for a keyboard player, Sandy recommended
5 him and we liked what he did.

6 Q. What about with respect to
7 the back-up singers, how did they get
8 involved?

9 A. They were all friends and
10 former band mates of mine.

11 Q. Mr. Zvoncheck was paid by
12 A&M Records, correct?

13 MS. TAYLOR: Objection,
14 calls for speculation.

15 THE WITNESS: I have to
16 agree with that. I'm not sure
17 that the -- I'm not sure how he
18 was paid.

19 BY MS. GILFORD:

20 Q. Do you know how the back-up
21 singers were paid?

22 A. No.

23 Q. Do you know how Mr. Pearlman
24 was made?

22 (Pages 82 to 85)

Page 86

1 A. Again, I'm not sure of the
2 direct line of payment.

3 Q. And Mr. Mandel, do you know
4 how he was paid?

5 A. The same, I'm not sure how
6 he was paid.

7 Q. When was Medicine Show
8 recorded?

9 A. September of '83 until March
10 of '84.

11 MS. TAYLOR: I think we've
12 been going for another hour. It
13 might be a good time to take a
14 break.

15 THE WITNESS: Sure.

16 MS. TAYLOR: If that's all
17 right.

18 MS. GILFORD: I agree,
19 Ms. Taylor. Just going to wrap
20 up. Yeah, let's take -- let's
21 take ten minutes.

22 MS. TAYLOR: Okay.

23 THE WITNESS: Sounds great.

24 MS. TAYLOR: Thank you.

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1 THE WITNESS: Thank you.

2 THE VIDEOGRAPHER: The time
3 is now 2:41 PM and we are going
4 off the record.

5 (Recess.)

6 THE VIDEOGRAPHER: The time
7 is now 3:01 PM and we are going
8 back on the record.

9 MS. GILFORD: Jillian, were
10 you going to make a statement on
11 the record?

12 MS. TAYLOR: I'll wait until
13 you're done your questioning.

14 MS. GILFORD: Okay.

15 BY MS. GILFORD:

16 Q. Mr. Wynn, before we took a
17 break, I was asking you about the
18 recording of the album Medicine Show.

19 Other than the studio
20 musicians and back-up singers that we
21 mentioned before and the band members,
22 obviously, did anyone else participate in
23 making the album Medicine Show?

24 A. Aside from the studio

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1 musicians and Sandy Pearlman and Paul
2 Mandel, no.

3 Actually, I take it back.
4 There was another engineer on the first
5 two weeks and I'm forgetting his name. I
6 think it was Ed O'Brien, but I'm not
7 sure. But one -- there was one other
8 engineer, recording engineer involved in
9 the first couple weeks, and also a mixing
10 engineer brought in at the very end as
11 well, and I believe his name was Dave
12 Whitman, but I'm not sure. So two more
13 recording engineers.

14 Q. Do you know how those two
15 other recording engineers were paid?

16 MS. TAYLOR: Objection,
17 calls for speculation.

18 THE WITNESS: Yeah, I --
19 again, like with the others, I --
20 I do not know for certain.

21 BY MS. GILFORD:

22 Q. With respect to the
23 recording agreement that The Dream
24 Syndicate had with A&M Records, the band,

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1 during the negotiation of that agreement,
2 was represented by Mr. Paterno, correct?

3 A. Yes.

4 Q. Do you recall the time
5 period during which that contract was
6 negotiated?

7 A. That would be summer of
8 1983.

9 Q. Did you review any drafts of
10 the agreement as it was being negotiated?

11 A. Do I have any?

12 Q. No, did you review it at the
13 time.

14 A. Oh.

15 MS. TAYLOR: Objection.

16 THE WITNESS: I'm sure I
17 would have looked it over.

18 BY MS. GILFORD:

19 Q. Do you recall reviewing any
20 drafts, any prior versions of the
21 document at the time?

22 A. I don't remember.

23 BY MS. GILFORD:

24 Q. Did you have the opportunity

23 (Pages 86 to 89)

Page 106

1 sir?

2 A. I do.

3 Q. And this is part of the
4 agreement that you signed and agreed to.

5 MS. TAYLOR: Objection, the
6 document speaks for itself.

7 THE WITNESS: I see it, and
8 yes.

9 BY MS. GILFORD:

10 Q. Now, my understanding is
11 that Medicine Show has eight tracks on it
12 including Still Holding on to You,
13 Daddy's Girl, Burn, Armed With an Empty
14 Gun, Bullet With My Name on It, The
15 Medicine Show, John Coltrane's Stereo
16 Blues and Merrittville, is that -- is
17 that correct?

18 A. Yes, that's correct.

19 Q. Other than these tracks, did
20 you record any other songs for inclusion
21 on this album?

22 A. No.

23 Q. And with respect to the
24 second album, the This is Not The New

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1 Dream Syndicate Album, Live, were those
2 live recordings of the tracks on Medicine
3 Show?

4 A. I believe that four of the
5 five tracks were songs from the Medicine
6 Show and one -- other one was from our
7 first album. I'm -- if I'm remembering
8 correctly, yes.

9 Q. Did the band make any
10 promotional appearances at the request of
11 A&M Records for the Medicine Show?

12 A. Yes.

13 Q. What did you do to promote
14 the album?

15 A. We did interviews, radio
16 appearances, primarily those two things.

17 Q. And did the label pay the
18 costs associated with the promotional
19 appearances?

20 A. To my recollection costs
21 involved in things like that would have
22 been all -- they would have all been
23 things happening in LA, so it would have
24 been just a matter of me driving to radio

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1 stations or to the A&M lot and doing
2 interviews in offices with some
3 exceptions.

4 Q. Have you ever had any
5 contact with anyone from UMG Recordings,
6 Inc.?

7 A. With UMG?

8 Q. Yes.

9 A. No, it was entirely A&M.

10 Q. Do you understand why you
11 are suing UMG?

12 A. Yes, yes.

13 Q. Why is that?

14 A. Why -- we -- we were signed
15 to and recorded for release by and dealt
16 with A&M, who were not part of UMG at the
17 time. I understand that over time their
18 catalog has been, for lack of a proper
19 word, taken over by or -- or bought out
20 by UMG.

21 MS. GILFORD: I'd ask

22 Mr. Pincus to display Exhibit 52,
23 please.

24 BY MS. GILFORD:

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1 Q. And I will represent to you,
2 Mr. Wynn, that Exhibit 52 is a copy of
3 plaintiffs' Steve Wynn, Dennis Mehaffey
4 and David Pellish's Objections and
5 Responses to Defendant UMG Recording Inc.
6 and Capital Records LLC's First Set of
7 Requests For Production.

8 Do you recognize this
9 document?

10 A. Yes.

11 Q. Was it one of the documents
12 you reviewed in preparation for your
13 deposition?

14 A. Yes.

15 Q. Had you seen the -- this
16 document before preparing for your
17 deposition?

18 A. I don't remember.

19 Q. Do you remember whether you
20 reviewed your responses to ensure that
21 they were accurate before this document
22 was served on the defendants?

23 MS. TAYLOR: Objection,
24 asked and answered.

28 (Pages 106 to 109)

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1 THE WITNESS: Yeah, I don't
2 understand the question.
3 BY MS. GILFORD:
4 Q. Do you recall reviewing this
5 document for accuracy unconnected with
6 preparing for your depo -- deposition,
7 did you ever review this to make sure
8 that your responses to our discovery was
9 accurate?
10 MS. TAYLOR: Objection,
11 asked and answered.
12 THE WITNESS: I reviewed
13 this document.
14 BY MS. GILFORD:
15 Q. When was the first time you
16 reviewed it, sir?
17 A. I don't remember.
18 Q. Did you ever review it for
19 accuracy, for purposes of determining
20 whether the responses are accurate?
21 MS. TAYLOR: Objection,
22 asked and answered.
23 THE WITNESS: I reviewed it,
24 so I'd have to say yes.

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1 Q. Which was what?
2 A. Well, it would have been our
3 third record -- our third album, which
4 was eventually recorded as Out of the
5 Gray. At the time it didn't have a name
6 but we were -- we were preparing songs
7 for a third album and these were demos to
8 see if we would work together.
9 Q. Okay.
10 MS. GILFORD: I'd ask
11 Mr. Pincus to pull up the
12 Exhibit 54.
13 BY MS. GILFORD:
14 Q. I will represent to you,
15 Mr. Wynn, that Exhibit 54 is a contract
16 between A&M Records, Inc., dated as of
17 February 28, 1984, with Samuel Pearlman,
18 Inc., c/o Stanley Diamond, Esquire.
19 And as we discussed before,
20 Mr. Pearlman furnished producing services
21 on the Medicine Show album, correct?
22 A. Yes.
23 Q. And did he perform any other
24 producing services for the band other

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1 MS. GILFORD: I ask
2 Mr. Pincus to pull up Exhibit 53,
3 please.
4 BY MS. GILFORD:
5 Q. I will represent to you,
6 Mr. Wynn, that this is a document from
7 A&M Records dated September 8th, 1985, an
8 agreement between A&M and Greg Edward.
9 Do you know Mr. Edward?
10 A. Yes.
11 Q. Who -- who is Greg Edward?
12 A. Greg Edwards (sic) was a
13 recording engineer and producer that we
14 worked with.
15 Q. Did you work with him on
16 either the Medicine Show album or the
17 This is Not The New Dream Syndicate
18 Album, Live record?
19 A. No, not -- neither.
20 Q. Neither. Who -- what album
21 did you work with him on or what
22 recordings?
23 A. Demo recordings for what
24 would have been our next record.

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1 than for Medicine Show?
2 A. No.
3 Q. Did he perform any producing
4 services for Danny & Dusty?
5 A. No.
6 MS. GILFORD: Let's pull up
7 the next exhibit, Mr. Pincus,
8 which is Exhibit 55.
9 BY MS. GILFORD:
10 Q. I will represent to you,
11 Mr. Wynn, that this exhibit is a letter
12 dated February 27, 1985, from Alan Oken,
13 Director of Artist Development at A&M, to
14 Jeffrey Osborne regarding Dream
15 Syndicate.
16 Would you take a moment to
17 review this letter, please.
18 MS. TAYLOR: Can you zoom
19 out and then zoom back in just so
20 he has the full picture of what it
21 is. And is this the only page?
22 MS. GILFORD: There appears
23 to be a second page with a check
24 attached.

29 (Pages 110 to 113)

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1 MS. TAYLOR: Okay.
 2 THE WITNESS: Okay.
 3 BY MS. GILFORD:
 4 Q. Have you seen this document
 5 before, sir?
 6 A. Sorry, one more time?
 7 Q. Have you seen the document
 8 before?
 9 A. Possibly then, but -- but
 10 not recently.
 11 Q. Okay. Do you recognize
 12 Mr. Oken's name? I'm not sure I asked
 13 you about him before.
 14 Do you know Alan Oken?
 15 A. Yes.
 16 Q. How do you know Mr. Oken?
 17 A. Through him working with
 18 A&M.
 19 Q. Did he have any involvement
 20 in the Medicine Show album?
 21 A. No, not to my knowledge.
 22 Q. He is listed here as
 23 Director of Artist Development at A&M at
 24 the time, at least.

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1 Did he -- was he working
 2 with The Dream Syndicate on artist
 3 development at the time?
 4 A. No, we were --
 5 MS. TAYLOR: Objection,
 6 vague.
 7 THE WITNESS: Sorry.
 8 MS. TAYLOR: That's okay.
 9 THE WITNESS: We were very
 10 autonomous. We -- we developed
 11 our own material, our own songs,
 12 our own direction in the studio,
 13 so there was really no involvement
 14 from A&M with us in any of those
 15 things.
 16 BY MS. GILFORD:
 17 Q. What connection did you know
 18 Mr. -- Mr. Oken? You said you knew him
 19 from A&M?
 20 A. Event --
 21 Q. How did you come to know
 22 him?
 23 A. Eventually I got to know him
 24 over -- after the record came out.

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1 Q. Was that because he was
 2 working in some capacity with The Dream
 3 Syndicate or involved in the record --
 4 record's release at some -- at some
 5 point?
 6 MS. TAYLOR: Objection,
 7 misstates testimony. Misstates
 8 testimony. You can answer.
 9 THE WITNESS: Oh, yeah.
 10 Alan -- after the record
 11 came out, we -- while we were
 12 making the record we had very
 13 little dealing creatively with
 14 A&M. Once the record was out we
 15 dealt with them on a promotional
 16 basis because they were helping to
 17 promote the record, and Alan, in
 18 fact, traveled with us to Japan
 19 for a series of shows in December
 20 of '84.
 21 BY MS. GILFORD:
 22 Q. This letter indicates --
 23 this letter from Mr. Oken to Jeffrey
 24 Osborne indicates or says:

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1 "Please find enclosed a
 2 check in the amount of \$2,000
 3 which constitutes a partial
 4 payment to you by Dream Syndicate
 5 towards the monies that are due to
 6 you from the group. As you can
 7 see, the check is drawn on The
 8 Dream Syndicate account by their
 9 CPA, Joel Levy."
 10 Do you know what that refers
 11 to, sir?
 12 A. Yes.
 13 Q. What does it refer to?
 14 A. That refers to -- he --
 15 Jeffrey Osborne was our live sound
 16 engineer and Jeffrey recorded the
 17 concert -- he did the -- he did the sound
 18 engineering, hence the recording of the
 19 concert that became This is Not The New
 20 Dream Syndicate Album, Live.
 21 Q. It indicates that he's being
 22 paid for his services through A&M,
 23 correct?
 24 A. Yes.

30 (Pages 114 to 117)

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1 BY MS. GILFORD:

2 Q. What do they refer to?

3 A. J. Ruby Productions is the
4 label we were on for our first album,
5 Ruby Records, and this was A&M buying us
6 out of the contract with Ruby.

7 Q. Thank you.

8 MS. GILFORD: Mr. Pincus,
9 can you pull up Exhibit 73,
10 please?

11 BY MS. GILFORD:

12 Q. Mr. Wynn, I will represent
13 to you that this appears to be a
14 termination notice sent by you or caused
15 to be sent to you and Mr. Stuart.

16 A. Can you please zoom in?

17 Thank you.

18 MS. TAYLOR: And can you
19 show him the next page? Zoom --
20 yeah. Thank you.

21 THE WITNESS: Uh-huh.

22 BY MS. GILFORD:

23 Q. Do you recognize this
24 document, sir?

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1 A. Yes.

2 Q. And is that your signature
3 on the first page?

4 A. Yes, it is.

5 Q. And is this a Notice of
6 Termination regarding the Danny & Dusty
7 album that we've spoken about before, the
8 Lost Weekend?

9 A. Yes.

10 Q. And you have listed here an
11 effective date of termination of May 4th,
12 2020; is that correct?

13 A. Yes.

14 Q. I don't have --

15 MS. GILFORD: You can take
16 the document down.

17 BY MS. GILFORD:

18 Q. Do you claim that UMG is
19 infringing upon the rights for the Lost
20 Weekend?

21 MS. TAYLOR: Objection,
22 calls for a legal conclusion.

23 BY MS. GILFORD:

24 Q. You can answer, sir.

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1 A. Yes.

2 Q. Do you claim that UMG has
3 exploited or offered for sale the Lost
4 Weekend since May of 2020?

5 MS. TAYLOR: Objection,
6 calls for a legal conclusion.

7 THE WITNESS: I am saying
8 they prevented us from exploiting
9 the sale and promotion of the
10 record.

11 BY MS. GILFORD:

12 Q. I understand that that is
13 your claim, sir, but do you have any
14 information that UMG is offering it for
15 sale to the public?

16 A. I don't know.

17 MS. GILFORD: I have no
18 further questions.

19 MS. TAYLOR: Okay. Do you
20 mind if we take a five to
21 ten-minute break and then we might
22 have just a few additional wrap-up
23 questions.

24 MS. GILFORD: Okay.

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1 MS. TAYLOR: Thank you.

2 THE VIDEOGRAPHER: The time
3 is now 4:02 PM and we are going
4 off the record.

5 (Recess.)

6 THE VIDEOGRAPHER: The time
7 is now 4:13 PM and we are going
8 back on the record.

9 MS. GILFORD: Jillian, I do
10 have actually a few more questions
11 unless you have some that you'd
12 like to ask.

13 MS. TAYLOR: I mean, you
14 can -- you can finish your
15 questioning and then I'll -- I'll
16 follow up because it might negate
17 some of mine.

18 MS. GILFORD: Okay.

19 BY MS. GILFORD:

20 Q. Mr. Wynn, when did you
21 retain Evan Cohen as your lawyer?

22 A. I don't remember when we
23 started working together, actually, to be
24 honest.

34 (Pages 130 to 133)

Page 134

1 Q. Was it sometime prior to the
2 serving Notices of Termination on UMG?

3 A. We'd worked together on a
4 previous record.

5 Q. Okay. Can you narrow it
6 down by a year?

7 A. A year.

8 MS. TAYLOR: Objection,
9 calls for speculation.

10 THE WITNESS: I'm -- I'm
11 sorry, I can't.

12 BY MS. GILFORD:

13 Q. Did you ever receive a
14 response to any of the Notices of
15 Termination from UMG?

16 A. No.

17 Q. You -- you testified that
18 UMG is preventing you from exploiting
19 Medicine Show Record, the This Is Not the
20 New Dream Syndicate Album, Live, and the
21 Danny & Dusty record.

22 How are they preventing you
23 from exploiting those records?

24 MS. TAYLOR: Objection,

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1 misstates testimony.

2 You can answer.

3 THE WITNESS: Once again, I
4 have -- the band and I have not
5 been able to -- to release or sell
6 or promote the record in any way
7 in the time we've been -- should
8 have been allowed to do it which
9 began in the spring of -- it would
10 have begun in the spring of 2019,
11 and at the time they were
12 extremely active and touring and
13 promoting newer material and --
14 and so that's what -- we haven't
15 been able to do that.

16 BY MS. GILFORD:

17 Q. What about with respect to
18 the Danny & Dusty album, have you been
19 touring and doing any shows with respect
20 to Danny & Dusty?

21 A. No, we haven't.

22 Q. How has UMG prevented you
23 from exploiting the Lost Weekend?

24 A. Even though we're not a

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1 performing band at this point, although
2 we might be again in the future, but even
3 though we're not a performing band at
4 this point, it's still a very well loved
5 record, a highly regarded record that
6 could have easily been sold for sync
7 rights and as well as reissues and sales,
8 physical and digital.

9 So it's -- it's not an
10 active band but a very popular to this
11 day record and -- and project.

12 Q. I'm still unclear on your
13 testimony as to how UMG has prevented you
14 from exploiting those records?

15 A. By not reverting the rights
16 to us so we can go out and do that.

17 Q. And -- and that's -- that's
18 your -- that's your understanding based
19 on what?

20 MS. TAYLOR: Objection.

21 Calls for a legal conclusion,
22 calls for attorney/client
23 privileged communications, calls
24 for speculation, asked and

Page 137

1 answered.

2 THE WITNESS: No answer.

3 BY MS. GILFORD:

4 Q. Are you not answering
5 because your -- of your counsel's
6 instructions or because you do not have
7 an answer or you don't know?

8 MS. TAYLOR: Objection,
9 asked and answered.

10 THE WITNESS: I don't know.
11 I do know that I do not have
12 access or rights -- ability to
13 exploit those records.

14 BY MS. GILFORD:

15 Q. What is -- what is your --
16 what is your basis for saying that?

17 MS. TAYLOR: Objection,
18 asked and answered.

19 BY MS. GILFORD:

20 Q. What is your basis --

21 A. What is my basis?

22 Q. What is your basis for
23 saying UMG has prevented you from
24 exploiting those records, in what way?

35 (Pages 134 to 137)

Page 138

1 MS. TAYLOR: Objection,
2 asked and answered. You've asked
3 this question three or four times,
4 so...
5 BY MS. GILFORD:
6 Q. What's your answer, sir?
7 A. I know that by having spoken
8 to -- to my legal representatives on
9 these projects I have not --
10 MS. TAYLOR: I'm just going
11 to stop you because we don't want
12 you to disclose any
13 attorney/client privileged
14 communications.
15 THE WITNESS: Of course. I
16 just know I have not had the
17 ability to release those records.
18 MS. GILFORD: I have no
19 further questions.
20 MS. TAYLOR: Okay.
21 - - -
22 EXAMINATION
23 - - -
24 BY MS. TAYLOR:

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1 Q. I just have a few quick
2 questions for you.
3 A. Okay.
4 Q. Good afternoon. This is
5 Jillian Taylor, for the record, and I'm
6 going to ask you just a few follow-up
7 questions.
8 MS. TAYLOR: If the court
9 reporter could please pull up
10 Exhibit 72 and could you go to the
11 next page. Next page. Next page.
12 Next page. Thank you. And can
13 you zoom in to the top half of the
14 document?
15 BY MS. TAYLOR:
16 Q. Take a look -- minute to
17 review this.
18 Do you recognize this
19 document to be the Notice of Termination
20 under Section 203 of the Copyright Act
21 for Steve Wynn, Dennis Duck, Karl Precoda
22 and Mark Walton?
23 A. Yes.
24 MS. TAYLOR: And can you

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1 go -- can you scroll up a little
2 bit?
3 BY MS. TAYLOR:
4 Q. Do you see your signature at
5 the bottom of this Notice of Termination?
6 A. Yes.
7 MS. TAYLOR: Next page. Can
8 you put Schedule A on the -- thank
9 you.
10 BY MS. TAYLOR:
11 Q. Schedule A of this Notice of
12 Termination shows that you are
13 terminating the sound recordings to This
14 is Not The New Dream Syndicate Album,
15 Live; is that correct?
16 A. Yes.
17 Q. And you signed this
18 document?
19 A. Yes.
20 Q. And this is the basis for
21 your claim to recapture the rights to the
22 sound recordings in the live album?
23 A. Yes.
24 MS. TAYLOR: You can remove

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1 the document and put up 73,
2 please. And zoom in to the top
3 half of the document. Thank you.
4 BY MS. TAYLOR:
5 Q. Do you recognize this
6 document?
7 A. Yes.
8 Q. And this is the Notice of
9 Termination under Section 203 for Dan
10 Stuart and Steve Wynn for the Lost
11 Weekend; is that correct?
12 A. Yes.
13 Q. It's dated at the top
14 February 27, 2018?
15 A. Yes.
16 MS. TAYLOR: If you can go
17 to Schedule A.
18 BY MS. TAYLOR:
19 Q. Schedule A purports to
20 terminate the rights to the sound
21 recordings in The Lost Weekend for Dan
22 Stuart and Steve Wynn; is that correct?
23 A. Yes.
24 Q. And the effective date of

36 (Pages 138 to 141)

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1 termination is May 14th, 2020?

2 A. Yes.

3 Q. And this -- this Notice of
4 Termination is the basis for your claim
5 to recapture the rights to the sound
6 recordings in the Lost Weekend?

7 A. Yes.

8 MS. TAYLOR: You can remove
9 the document.

10 BY MS. TAYLOR:

11 Q. You testified that Jordan
12 Harris was involved in Medicine Show.

13 What do you mean by
14 involved?

15 A. Jordan Harris was, I
16 believe -- to the best of my knowledge
17 they had an A&R for Medicine Show, so
18 Jordan would have been involved with our
19 management, with Tim Devine, in setting
20 up the recording for Medicine Show;
21 however, Jordan was not involved at all
22 from our end -- from -- everything
23 involving writing the songs, choosing the
24 songs, arranging the songs, recording

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1 them in the studio, the process -- who we
2 hired in the studio, which takes we used,
3 how we mixed the records, choosing mixes,
4 mastering the record were entirely the
5 band. We -- the four of us made those
6 decisions ourselves.

7 And the only involvement we
8 had from A&M's A&R department was the one
9 night Mark Williams and Jeff Gold from
10 A&R flew to San Francisco, listened to
11 the mixes we had been working on at the
12 time, liked them quite a bit, took me out
13 to dinner and left town.

14 So really Jordan involvement
15 from our end as a band and creatively was
16 none whatsoever, although I am certain he
17 worked with Tim as far as the logistical
18 end of things.

19 Jordan and I became more --
20 worked together more the following year
21 when we started working on the next
22 record.

23 Q. By "next record," you mean
24 the live album?

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1 A. No, then what would have
2 been the next studio album that we would
3 have done, the one we did demos from with
4 Greg Edwards, that's when Jordan and I
5 started working together more on a
6 day-to-day basis.

7 MS. TAYLOR: Okay. I have
8 no further questions. I just want
9 to make one statement or the
10 record.

11 MS. GILFORD: Jillian, I
12 have some follow-up questions on
13 what you just asked.

14 MS. TAYLOR: Okay. I'll
15 make the statement and then you
16 can go ahead.

17 With respect to Exhibit 4
18 that Ms. Gilford showed to the
19 witness today, it's our position
20 that the protective order prevents
21 the use of attorney's eyes only
22 discovery materials in
23 depositions.

24 The Stefano Vranca expert

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1 report and all its contents and
2 attachments are marked as
3 confidential attorney's eyes only
4 and are meant to be maintained on
5 a confidential attorney's eyes
6 only basis. As such, they were
7 not provided to any of the
8 plaintiffs or class members,
9 including Mr. Wynn who is being
10 deposed today.

11 We hereby reserve all our
12 rights and objections to the
13 introduction and use of that
14 report by Ms. Gilford in this
15 deposition and any questions that
16 she's asked Steve Wynn in this
17 deposition in connection
18 therewith, and we do not waive any
19 rights, including any arguments
20 that defendants may have waived
21 any protections regarding the
22 report and the underlying data by
23 their improper disclosure and use
24 of the report today.

37 (Pages 142 to 145)